

**JANUARY 31, 2003**

~~JANUARY 31, 2002~~

**CONTRACT PERIOD THROUGH JANUARY 31, 2001**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PARKING LOT LIGHT SERVICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **January 7, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**SF/lc**  
Attach

Copy to: Clerk of the Board  
**Steve Varscak, Lee Prins, FEMD FMD**  
**Monica Mendoza, Pat Sutton, Materials Management**

(Please remove Serial 96239-M from your contract notebooks)

**SPECIFICATIONS ON CALL FOR BID FOR: PARKING LOT LIGHT SERVICE****1.0 INTENT:**

The intent of this Invitation For Bids is to source a vendor for parking lot light service for Facilities and Equipment Management (FEMD) and signalized intersection luminary service for the Maricopa County Department of Transportation (MCDOT). Other Maricopa County departments may use this contract as authorized by purchase order.

**2.0 TECHNICAL SPECIFICATIONS:**

- 2.1 Contractor to provide regular service to the County between the hours of 8:00 AM - 5:00 PM, Monday through Friday, excluding County holidays. All services requested outside of these times shall be considered emergency after hours.
- 2.2 Repair of parking lot lights and signalized intersection luminary service on an as needed basis to include:
  - 2.2.1 Labor to replace defective parts within the fixture to be included in base charge, as per type of lift equipment.
  - 2.2.2 Replacement parts, such as lamps, ballasts, capacitors, ignitors, sockets, and wiring.
- 2.3 Contractor shall respond to the County's request for lighting equipment services within twenty-four (24) hours on-site after receiving request for a REGULAR SERVICE call, and four (4) hours on-site for any EMERGENCY SERVICE call. All hourly rates are to be billed in half hour increments.
- 2.4 Contractor shall be licensed by the State of Arizona, Registrar of Contractors, having an L-11 electrical license. Proof of such must accompany bid package.
- 2.5 Contractor must meet all Federal EPA and OSHA guidelines in the proper handling and disposal of lamp waste generated by this contract. Contractor shall be responsible for disposal of all components replaced
- 2.6 The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.7 Due to the nature of the location of various light fixtures having difficult access, the Contractor may be required to use, as an example, an 80 foot bucket truck to access a fixture that is 30 feet in height due to interference of buildings, fences, trees, etc. Contractor must note these circumstances on all invoices.
- 2.8 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.
- 2.9 All 700 watt mercury vapor lamps requiring repairs shall be converted to metal halide or high pressure sodium units.
- 2.10 Contractor to be responsible for sourcing all parts/fixtures necessary in the carrying out the specifications herein.
- 2.11 Ballasts are to be replaced in kit form, which include the ballast, the ignitor, and the capacitor. The Contractor is not to replace a defective ballast as a single unit.

**2.0 TECHNICAL SPECIFICATIONS: (Continued)**

- 2.12 Prospective bidders should view the installations to be aware of the type of fixture and mounting involved.

As an option, Contractor may survey all sites after award of bid and inventory all lamps as to type and voltage. This inventory list may be utilized as a guide so the Contractor knows what site uses what lamps when a call is placed by the County. Specific locations for Parking Lot Maintenance are:

<u>DEPARTMENT</u>	<u>ADDRESS</u>	<u>BLDG. #</u>
Equipment Serv. - Avondale	910 E. Van Buren St.	0306
MCSO-Avondale	900 E. Van Buren St.	0309
Chandler FHC	811 S. Hamilton	1208
Spreckles Plant	800 E. Riggs Rd.	1210
MCDOT Administration	2901 W. Durango	1401
Flood Control Admin.	2801 W. Durango	1402
Estrella Jail	2939 W. Durango	1403
Flood Control Operations	2801 W. Durango	1404
MCDOT Operations	2919 W. Durango	1405
MCDOT Warehouse	2222 S. 27th Ave.	1408
MCDOT Traffic Operations	2909 W. Durango	1409
Equipment Services/MCSO	3325 W. Durango	1501
Durango Jail (Parking)	3225 W. Durango	1601
Durango Jail (Perimeter)	3225 W. Durango	1602
Towers Jail (Perimeter)	3127 W. Durango	1610
Towers Jail (Parking)	3127 W. Durango	1612
Juvenile Durango	3125 W. Durango	1701
Durango Warehouse	3465 W. Durango	1901
Durango Warehouse	3465 W. Durango	1902
Equipment Serv.-Surprise	16821 N. Dysart Rd.	2006
MCSO-Surprise	13123 W. Bell Rd.	2021
Glendale FHC	5141 W. Lamar	2307
Adult Probation - Glendale	6555 W. Glendale	2310
Guadalupe FHC	5825 E. Calle Guadalupe	2404
West Mesa Justice Court	2050 W. University	2801
Mesa FHC	59 S. Hibbert	2811
MCSO-Mesa	1840 S. Lewis Street	2853
Southeast Regional	222 E. Javelina	2855
Southeast Juvenile	1810 S. Lewis St.	2856
Sunnyslope FHC	934 W. Hatcher	3205
Emergency Services	2035 N. 52nd	3801
Library	17811 N. 32nd St.	3824
Seventh Ave. FHC	1407 S. 9th Ave.	4024
NW Justice Court	11601 N. 19th Ave.	4126
Maryvale FHC	4001 N. 51st Ave.	4129
Veterinary Center (Tempe)	2630 W. 8th St.	5105
Materials Management & W/H	320 W. Buchanan St.	6202
Cave Creek Landfill	Cave Creek	7504

Note: this listing is not all inclusive.

- 2.13 MCDOT signalized intersections may require luminary service throughout Maricopa County. MCDOT will supply luminary parts and provide traffic control for work at signalized intersections. This service will be provided on an **as needed basis** and shall be bid per hour. Upon notification by MCDOT, the Contractor shall be at the specified location(s) prepared to perform the work within seven working days. Notification will be via facsimile and followed up by a telephone call. Sites as listed plus others as required:

University Dr. at Signal Buttes Rd.

University Dr. at Crimson Rd.

2.0 **TECHNICAL SPECIFICATIONS:** (Continued)

- 2.14 All billing shall be sent to the Using Agency who has made the request to the Contractor. Purchase orders must be established prior to any services being rendered. The two major users of this contract are for billing purposes:

Facilities Management Department  
Accounts Payable  
401 W. Jefferson St.  
Phoenix, AZ 85003.

MCDOT  
Accounts Payable  
2222 S. 27th Ave.  
Phoenix, AZ 85009

All invoicing must include: the contract serial number AND name; purchase order number; job site address; building number (FEMD sites); description of work performed; labor charges as bid; description of parts replaced; parts pricing as bid; applicable sales tax on parts only; and grand TOTAL.

- 2.15 **Bid pricing to include all equipment costs, labor, overhead, profit and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.**

3.0 **GENERAL SPECIFICATIONS:**

- 3.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid or proposal will be a requirements contract. The quantities shown are the County's best estimate of it's needs for the term of the contract. However, this contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the commodities or services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

- 3.2 CONTRACT LENGTH:

This call for bids is for awarding a firm, fixed price purchasing contract to cover a **three (3)** year period.

- 3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

- 3.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the **Contract renewal date**. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the Phoenix Metropolitan Price Index as reported for "Arizona Business" as published by the Center for Business Research, Arizona State University of Business, Tempe, Arizona, 85287-4406, Telephone (602) 956-3961 per contract period and must be approved in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

- 3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

**3.0 GENERAL SPECIFICATIONS: (Continued)****3.6 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

**3.7 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.8 APPROPRIATION CONTINGENCY:**

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**3.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**3.10 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of or resulting from the Contractor's work or services. Contractor's duty to defend, hold harmless, and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the County.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.0 GENERAL SPECIFICATIONS: (Continued)

3.11 INSURANCE REQUIREMENTS:

**General Clauses.** The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

**Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

**Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

**Primary Coverage.** The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

**Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

**Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

**Deductible/Retention.** The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

**Copies of Policies.** The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

**Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Product and Completed Operations Aggregate Limit, and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101093, or replacements thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

**Automobile Liability.** Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Workers' Compensation.** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.



In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**3.0 GENERAL SPECIFICATIONS: (Continued)****3.12 CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance. All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

**3.13 CANCELLATION AND EXPIRATION NOTICE:**

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

**3.14 CHANGE ORDERS:**

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

**3.15 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

**3.16 INCORPORATION OF BID INTO THE CONTRACT:**

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

**3.17 AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

**3.18 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the Facilities Management Department shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**3.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**3.20 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**3.21 NON-DISCRIMINATION:**

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**3.0 GENERAL SPECIFICATIONS: (Continued)**

**3.22 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

**3.23 NON-COLLUSION:**

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

**3.24 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**3.25 FINANCIAL STATUS:**

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

**3.26 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly

involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**3.0 GENERAL SPECIFICATIONS: (Continued)**

**3.27 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**3.28 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**3.29 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**3.30 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.31 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

**3.32 REFERENCES:**

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**3.33 BID PROTESTS AND DISPUTE RESOLUTION:**

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

**3.34 RIGHTS IN DATA:**

**SERIAL 97180-SC**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.0 GENERAL SPECIFICATIONS: (Continued)

3.35 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.36 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

3.37 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

**Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

3.38 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

3.39 DELIVERY:

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

3.40 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.41 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

3.42 INCURRING COSTS:



**SERIAL 97180-SC**

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

3.0 GENERAL SPECIFICATIONS: (Continued)

3.43 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

3.44 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

3.45 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

3.45.1 Compliance with specifications

3.45.2 Cost

3.45.3 Vendor performance history

3.45.4 References

3.46 AWARD:

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

3.47 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting George Bravakos, Contracts Compliance Coordinator for Maricopa County at (602) 506-4068. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

3.48 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers **for similar services at comparable volumes in a similar geographic area**. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

3.48.1 Cancel the contract, if it is currently in effect.

3.48.2 Determine the amount, which the County was overcharged and submit a request for payment from the vendor for that amount.

3.48.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

3.0 GENERAL SPECIFICATIONS: (Continued)

3.49 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

3.50 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

3.51 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

3.52 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST- (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARSCSACK, FACILITIES & EQUIPMENT MANAGEMENT DEPT- (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.53 **THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON NOVEMBER 5, 1997, @ 9:00 A.M., AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON, ST., PHOENIX, AZ 85003. FAILURE TO ATTEND WILL RESULT IN DISQUALIFICATION.**

SF/lc

cc: Steve Varscsack, FEMD  
James Foley, FEMD



**4.0 PRICING:**

S075204/B0602791

Per specifications, pricing as bid includes equipment, labor, overhead, profit and any applicable taxes:

	<u>REGULAR HOURS</u> (Includes Labor)	<u>EMERGENCY AFTER HOURS</u> (Includes Labor)
4.1 Service van w/ extension ladder	\$ <u>29.95</u> /per hr.	\$ <u>39.95</u> /per hr.
4.2 30-40 foot ladder truck	\$ <u>35.00</u> /per hr.	\$ <u>45.00</u> /per hr.
4.3 45-55 foot bucket or ladder truck	\$ <u>38.00</u> /per hr.	\$ <u>48.00</u> /per hr.
4.4 60-80 foot bucket or light crane	\$ <u>45.00</u> /per hr.	\$ <u>55.00</u> /per hr.
4.5 Other vehicles not listed:		
4.5.1 36' Manlift (2 techs)	\$ <u>65.00</u> /per hr.	\$ <u>75.00</u> /per hr.
4.5.2 20' Manlift (2 techs)	\$ <u>49.95</u> /per hr.	\$ <u>59.95</u> /per hr.
4.6 Intersection Luminar Maintenance, (\$2.13, MCDOT):	\$ <u>38.00</u> /per hr	\$ <u>48.00</u> /per hr.
4.7 EPA Disposal fees:		\$ <u>6.00</u> /per location
4.8 Labor, for services outside the scope of contract:		\$ <u>45.00</u> /per hr.
<b>4.8.1 Labor, two (2) technicians, special rate due to weight, height, or space confinements:</b>		<b>\$ <u>55.00</u> /per hr.</b>

**PARTS:**

4.9 400W metal halide lamp:	\$ <u>25.00</u> /each
4.10 250W high pressure sodium lamp:	\$ <u>29.00</u> /each
4.11 400W high pressure sodium lamp:	\$ <u>30.00</u> /each
4.12 1000W high pressure sodium lamp:	\$ <u>89.00</u> /each
4.13 500W quartz lamp (120V):	\$ <u>6.00</u> /each
4.14 500W quartz lamp (130V):	\$ <u>6.50</u> /each
4.15 1500W quartz lamp (208-240V):	\$ <u>18.50</u> /each
4.16 1500W quartz lamp (277V):	\$ <u>18.50</u> /each
4.17 400W MH ballast kit:	\$ <u>62.00</u> /each
4.18 400W HPS ballast kit:	\$ <u>116.00</u> /each
4.19 250W HPS ballast kit:	\$ <u>102.00</u> /each
4.20 1000W HPS ballast kit:	\$ <u>145.00</u> /each
4.21 70W HPS ballast kit	\$ <u>62.00</u> /each
4.22 100W HPS ballast kit	\$ <u>65.00</u> /each
4.23 150W HPS ballast kit	\$ <u>77.50</u> /each
4.24 250W HPS ballast kit	\$ <u>102.00</u> /each
4.25 130W 10,000 hr. traffic signal lamp	\$ <u>18.50</u> /each
4.26 Quartz socket	\$ <u>15.50</u> /each
4.27 Medium socket	\$ <u>15.50</u> /each
4.28 Mogul socket	\$ <u>25.30</u> /each
4.29 Parts not listed, cost plus <u>25</u> %	
4.30 Terms <u>2</u> % <u>15</u> Days, Net <u>30</u> Days	
<b>4.31 35W HPS quad tap ballast</b>	<b>\$ <u>65.08</u> /each</b>
<b>4.32 50W HPS quad tap ballast</b>	<b>\$ <u>67.05</u> /each</b>
<b>4.33 70W HPS quad tap ballast</b>	<b>\$ <u>85.00</u> /each</b>
<b>4.34 100W HPS quad tap ballast</b>	<b>\$ <u>88.00</u> /each</b>
<b>4.35 150W HPS quad tap ballast</b>	<b>\$ <u>102.00</u> /each</b>
<b>4.36 250W HPS quad tap ballast</b>	<b>\$ <u>120.25</u> /each</b>
<b>4.37 400W HPS quad tap ballast</b>	<b>\$ <u>124.42</u> /each</b>
<b>4.38 1000W HPS quad tap ballast</b>	<b>\$ <u>167.50</u> /each</b>
<b>4.39 100W MH quad tap ballast</b>	<b>\$ <u>103.95</u> /each</b>
<b>4.40 150W MH quad tap ballast</b>	<b>\$ <u>108.75</u> /each</b>
<b>4.41 175W MH quad tap ballast</b>	<b>\$ <u>73.78</u> /each</b>
<b>4.42 250W MH quad tap ballast</b>	<b>\$ <u>78.78</u> /each</b>
<b>4.43 400W MH quad tap ballast</b>	<b>\$ <u>90.15</u> /each</b>

**4.44      1000W MH quad tap ballast      \$164.00/each**

DECA SOUTHWEST & ELECTRICAL MAINT., PO BOX 5873 851 W. BROADWAY, MESA AZ 85211

**4.0 PRICING:** (Continued)

TERMS: NET 30

FEDERAL TAX ID NUMBER: ~~86-0708563~~ **86-0969461**

TELEPHONE NUMBER: (602) 437-2700  
(480)

FAX NUMBER: (602) 962-4008

CONTACT PERSON: ~~TOM HUNT~~ **MATTHEW J. HENRY**

VENDOR NUMBER: ~~860708563~~ **860969461A**

CONTRACT PERIOD: TO COVER PERIOD ENDING ~~JANUARY 31, 2001~~  
JANUARY 31, 2002  
**JANUARY 31, 2003**